## Exhibit A To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice. Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. 2. Registration No. 1. Name and address of registrant American Business Development Group 2800 Shirlington Rd., Suite 401 Arlington, VA 22206 4. Principal address of foreign principal 3. Name of foreign principal 1634 Eye Street, NW Kurdistan Regional Government Suite 210 Washington, DC 20006 5. Indicate whether your foreign principal is one of the following: Foreign government Foreign political party Foreign or domestic organization: If either, check one of the following: ☐ Committee Partnership ☐ Corporation ☐ Voluntary group Other (specify): Association Individual-State nationality 6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. Kurdistan Regional Government (KRG) b) Name and title of official with whom registrant deals. Oubad Talabani; KRG Representative to the United States 7. If the foreign principal is a foreign political party, state: a) Principal address. b) Name and title of official with whom registrant deals. c) Principal aim.

a) State the nature of the business or activity of this foreign principal		
b) Is this foreign principal		
Supervised by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗌
Owned by a foreign government, foreign political party, or other foreign principal		No 🗌
Directed by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗌
Controlled by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗌
Financed by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗌
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗆
<ol> <li>If the foreign principal is an organization and is not owned or controlled by a foreign government, fore principal, state who owns and controls it.</li> </ol>	eign political part	y or other fo
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principal, state who owns and controls it.	eign political part	y or other fo

U.S. Department of Justice Washington. DC 20530

## Exhibit B To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief. Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Triumperion and Transport	
1. Name of Registrant	2. Registration No.
American Business Development Group	5810
3. Name of Foreign Principal	. :
Kurdistan Regional Government	: :
Check Appr	ropriate Boxes:
4. The agreement between the registrant and the above-named for a copy of the contract to this exhibit.	eign principal is a formal written contract. If this box is checked, attach
5. There is no formal written contract between the registrant and t principal has resulted from an exchange of correspondence. If this box copy of any initial proposal which has been adopted by reference in suc	x is checked, attach a copy of all pertinent correspondence, including a
6. The agreement or understanding between the registrant and the exchange of correspondence between the parties. If this box is checke oral agreement or understanding, its duration, the fees and expenses, if	foreign principal is the result of neither a formal written contract nor and, give a complete description below of the terms and conditions of the any, to be received.
7. Describe fully the nature and method of performance of the above in American Business Development Group has been engaged by the Kur consulting agreement.	

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
Government relations consulting including development and implementation of communications strategy to educate the United States Congress and Committees, Executive Agencies of Federal Government, as well as, outreach to non-governmental institutions and organizations and media outlets.
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(0) of the Act and in the footnote below? Yes No
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.
Liaison with the U.S. government to encourage it to see in the Kurdistan Regional Government a key American ally in Iraq
We will do so by:
<ol> <li>Meeting with Members of Congress and their staff.</li> <li>Meeting with Senior Leaders of Executive Agencies.</li> <li>Act as liaison between private entities in the United States and the KRG.</li> </ol>
. 1
Date of Exhibit B Name and Title Signature
William H. Skipper - President/CEO
May 1,200+
Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person injends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person in ends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

## **AGREEMENT**

This Agreement is made and entered into as of the 15th day of February, 2007, by and between the American Business Development Group (ABDG), having its principal office at 2800 Shirlington Road, Suite 401, Arlington, Virginia 22206 and the Kurdistan Regional Government, having its principal office at 1634 Eye Street, NW, Suite 210, Washington, DC 20006 (\*KRG").

For the purpose of this agreement, ABDG (here after referred to as "Consultants") will provide the KRG all the services described below. For the extent of this agreement, the Consultants will have the full support of American Business Development Group's personnel and facilities.

## WITNESSETH:

WHEREAS, the Consultants wish to provide government relations, consulting, and communications services to KRG and

WHEREAS, the KRG wishes to obtain the services of the Consultants as set forth in accordance with this agreement.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants, terms, conditions, and agreements hereafter provided, the parties mutually agree as follows:

- 1. Effective Date. This Agreement shall take effect on February 1, 2007, and shall continue through January 31<sup>st</sup>, 2008. Following the expiration of the initial term hereof, this Agreement shall automatically be renewed for successive one (1) year terms, unless either party gives the other written notice of intent not to renew at least thirty (30) days prior to the expiration of the then-existing term.
- 2. <u>Services</u> <u>and Compensation</u>. Consultants shall provide government relations, consulting, and communications services to the KRG. The KRG shall provide direction as to the nature and extent of the services by written notification.

As compensation for Consultants services, the KRG agrees to pay ABDG \$120,000 annually, payable in equal monthly installments of \$10,000 per month. Upon receipt of an invoice, the KRG will have thirty (30) days from the date of the invoice to submit the payment. The first invoice is due to the KRG on March  $1^{\rm st}$  2007.

- 3. Expenses. The KRG will reimburse Consultants for all reasonable expenses, pre-approved in writing, made in the performance of its duties under this Agreement. Routine reimbursable disbursements will include messenger service, telephone calls, transportation, meals, lodging, and travel.
- 4. Indemnification. The KRG shall indemnify and hold Consultants harmless from and against any and all liability, loss, damage, cost or expense (including reasonable attorney's fees) resulting from the acts or omissions, negligence or intentional wrongdoing of the KRG. Consultants shall indemnify and hold the KRG harmless from and against any and all liability, loss, damage, cost or expense (including reasonable attorney's fees) resulting from the acts or omissions, negligence or intentional wrongdoing of Consultants.
- 5. <u>Independent Contractor</u>. Consultants will act as an independent contractor in the performance of its duties under this Agreement. Consultants are not responsible for the acts of the KRG or representations made by the KRG upon which Consultants act in providing services under this Agreement.
- 6. <u>Assignment</u>. This agreement may not be assigned by the KRG or Consultants without the prior written consent of both parties.
- 7. <u>Non-Disclosure</u>. Consultants agree to hold all KRG information and intellectual property gained in through this consultancy relationship in trust and confidence. Consultants agree not to publish, disseminate, or disclose such information without the prior written consent of KRG.
- 8. <u>Applicable</u> <u>Law</u>. This Agreement shall be construed, interpreted, and governed by and in accordance with the laws of the Commonwealth of Virginia without regard to the principles of conflicts of laws.
- 9. Notices. Notices shall be sent to the parties at the addresses first set forth above. Any person to whom notice may be given hereunder may from time to time change said address by written notice through the U.S. mail service or equivalent service such as Federal Express.
- 10. Severability. If a court of competent jurisdiction declares that any term or provision of this agreement is invalid or unenforceable then: 1) the remaining terms and provisions shall be unimpaired, and 2) the invalid or unenforceable term or provision shall be deemed replaced by a

term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable terms or provisions.

11. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the matters contained herein. Any modification or amendment to this Agreement must be made only by written mutual consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day, month, and year first above written.

By:

Qubid Talabani
U.S. Representative

American Business Development Group

Bv:

William Skipper

President and CEO